

B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS OLIVIA GUNN BLAIR		DEFENDANTS NATIONSTAR MORTGAGE LLC		
ATTORNEYS (Firm Name, Address, and Telephone No.) WAYNE SIGMON WAYNE SIGMON ATTORNEY AT LAW PLLC, 518 SOUTH NEW HOPE ROAD, GASTONIA, NC 28054 704-865-6265		ATTORNEYS (If Known)		
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee		PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee		
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) COMPLAINT				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property 11- Recovery of money/property - §542 turnover of property 12- Recovery of money/property - §547 preference 13- Recovery of money/property - §548 fraudulent transfer 14- Recovery of money/property – other FRBP 7001(2) – Validity, Priority or Extent of Lien 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner-§363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - § 727(c), (d), (e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1), (14), (14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability-§523(a)(4),fraud as fiduciary, embezzlement, larceny (continued next column) </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 63-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – reinstatement of stay XX <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) – Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) – Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) – Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et.seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property 11- Recovery of money/property - §542 turnover of property 12- Recovery of money/property - §547 preference 13- Recovery of money/property - §548 fraudulent transfer 14- Recovery of money/property – other FRBP 7001(2) – Validity, Priority or Extent of Lien 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner-§363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - § 727(c), (d), (e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1), (14), (14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability-§523(a)(4),fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 63-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – reinstatement of stay XX <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) – Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) – Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) – Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et.seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<input type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23		
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$		
Other Relief Sought				

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES			
NAME OF DEBTOR OLIVIA GUNN BLAIR		BANKRUPTCY CASE NO. 10-30406	
DISTRICT IN WHICH CASE IS PENDING WESTERN DISTRICT OF NC	DIVISIONAL OFFICE CHARLOTTE		NAME OF JUDGE HODGES
RELATED ADVERSARY PROCEEDING (IF ANY)			
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.	
DISTRICT IN WHICH ADVERSARY PENDING	DIVISIONAL OFFICE		NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)			
DATE		PRINT NAME OF ATTORNEY (OR PLAINTIFF)	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely selfexplanatory, must be completed by the plaintiffs attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

IN RE:

**OLIVIA GUNN BLAIR
SSN xxx xx 1565**

**CASE NO. 10-30406
(Chapter 13)**

Debtor.

OLIVIA GUNN BLAIR

Plaintiff

vs.

**ADVERSARY PROCEEDING
NO. _____**

NATIONSTAR MORTGAGE LLC

Defendant.

COMPLAINT

The plaintiff, complaining of the defendant, alleges and says:

1. The plaintiff filed a petition under Chapter 13 of the Bankruptcy Code in this Court on December 18, 2010 and her Chapter 13 case was subsequently confirmed.
2. The defendant is a corporation doing business in the State of North Carolina.
3. This Court has jurisdiction of this matter pursuant to 28 U.S.C. §157. This is a core proceeding.
4. In the Chapter 13 case of the plaintiff, the defendant was listed as a secured creditor having a first mortgage claim secured by the debtor's real property located at 2736 Firethorn Court, Gastonia, North Carolina, 28052 (the Real Property).
5. In the debtor's Chapter 13 plan, she provided for the claim of Nationstar Mortgage LLC secured by the Real Property by surrender of same to the defendant.
6. Notwithstanding the confirmed Chapter 13 plan of the plaintiff, the defendant has

taken no action to obtain relief from stay to foreclose its security interest in the Real Property. The defendant has changed the locks on the Real Property.

7. On or after May 7, 2010 the plaintiff received from the defendant a demand for payment to which the attorney for the plaintiff sent the defendant a letter, certified mail, return receipt requested and first class mail dated May 18, 2010, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A" wherein the defendant was warned that any further contacts with the plaintiff would be considered a violation of the automatic stay of 11 U.S.C. §362 for which the plaintiff would seek sanctions.
8. Exhibit A hereto was actually received by the defendant on May 24, 2010 as evidenced by a certified mail receipt, a copy of which is attached hereto and incorporated herein by reference as Exhibit "B".
9. On or after July 16, 2010, the plaintiff received from the defendant a Mortgage Loan Statement, a copy of which is attached hereto and incorporated herein by reference as Exhibit "C".
10. The Mortgage Loan Statement, Exhibit "C" hereto is a demand for payment.
11. Receipt of the Mortgage Loan Statement, Exhibit "C" hereto has caused the plaintiff stress for which she has been damaged.
12. In addition to the demand for payment (Exhibit "C" hereto) the plaintiff has received correspondence from the defendant as follows:
 - (a) An Annual Escrow Account Disclosure Statement a copy of which is attached hereto and incorporated herein by reference as Exhibit "D"; and
 - (b) A letter dated June 24, 2010 concerning insurance, a copy of which is attached hereto and incorporated herein by reference as Exhibit "E"; and
 - (c) Another letter concerning insurance dated July 29, 2010, a copy of which is attached hereto and incorporated herein by reference as Exhibit "F".
13. As long as the defendant fails to obtain relief from the automatic stay to foreclose its security interest in the Real Property, the plaintiff continues to receive billings from the Property Owners Association and billings from the Gaston County Tax Department.

FIRST CAUSE OF ACTION

14. The allegations of paragraphs 1 through 13 above are realleged as if fully set forth herein verbatim.
15. The actions of the defendant in sending Exhibit "C" hereto after receiving warning concerning violation of the automatic stay is a willful violation of the automatic stay for which the plaintiff has been damaged.
16. Pursuant to 11 U.S.C. §362, the defendant should be declared to have violated the automatic stay and the plaintiff should have and recover of the defendant her actual damages including costs and reasonable attorneys fees as well as punitive damages.

SECOND CAUSE OF ACTION

17. The allegations of paragraphs 1 through 16 above are realleged as if fully set forth herein verbatim.
18. As evidenced in her confirmed Chapter 13 plan, the plaintiff has surrendered the Real Property to the defendant and to grant the defendant relief from the automatic stay to foreclose its security interest in the Real Property.
19. Continued record ownership of the Real Property is causing damages to the plaintiff.
20. The plaintiff requests that the Court require the defendant to assume any and all risks of loss associated with, related to, or arising out of the Real Property.
21. The plaintiff further requests that she be authorized to draft and file a Quit Claim Deed transferring sole ownership of the Real Property to the defendant.
22. Any failure of the defendant to respond to this Complaint should be deemed an affirmative acceptance of delivery of the proposed Quit Claim Deed.

WHEREFORE, the plaintiff respectfully prays the Court as follows:

1. That the defendant be determined to have violated the automatic stay; and
2. That she have and recover of the defendant actual damages, costs and attorney fees, and punitive damages as a result of the defendants violation of the automatic stay; and
3. That the plaintiff be permitted to execute a Quit Claim Deed of the Real Property to the defendant and file same in the Office of the Register of Deeds of Gaston County, North Carolina; and

4. That the defendant be granted relief from the automatic stay to foreclose its security interest in the Real Property; and
5. For such other and further relief as is just and proper.

Dated: _____

Wayne Sigmon, Attorney for the Plaintiff
State Bar # 7318
Wayne Sigmon Attorney at Law PLLC
518 South New Hope Road
Gastonia, North Carolina 28054
(704) 865-6265

AMENDED ATTACHMENT TO SUMMONS

VIA FIRST CLASS MAIL AND CERTIFIED MAIL RETURN RECEIPT REQUESTED:

Nationstar Mortgage LLC
Attn: Anthony H. Barone, President
2828 North Harwood
Dallas, TX 75201

Nationstar Mortgage LLC
c/o Corporation Service Co.
Registered Agent
327 Hillsborough St.
Raleigh, NC 27603

Nationstar Mortgage
Attn: Managing Agent
350 Highland Dr.
Lewisville, TX 75067

VIA ECF:

Warren L. Tadlock
Standing Chapter 13 Trustee

VIA FIRST CLASS MAIL:

Olivia G. Blair
214 Turning Leaf Way
Lake Wylie, SC 29710

**WAYNE SIGMON
ATTORNEY AT LAW PLLC
518 SOUTH NEW HOPE ROAD
GASTONIA, NORTH CAROLINA 28054**

**PHONE: 704-865-6265
FAX: 704-874-1300**

**Certified by the
N.C. State Bar
Board of Legal
Certification as
a Specialist in
Bankruptcy Law**

**Licensed in
North Carolina
and Florida**

May 18, 2010

**CERTIFIED MAIL RETURN RECEIPT
REQUESTED, AND FIRST CLASS MAIL**

Nationstar Mortgage
350 Highland Drive
Lewisville, TX 75067

**RE: Olivia Blair
Your Account Number 6093
Bankruptcy Case Number 10-30406, United States
Bankruptcy Court for the Western District of North Carolina**

Dear Sirs:

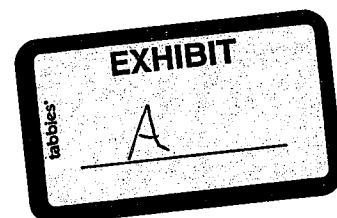
This is in response to your letter to the above named debtor dated May 7, 2010 a copy of which is attached hereto and incorporated herein by reference. The above named debtor filed a Bankruptcy proceeding in the United States Bankruptcy Court for the Western District of North Carolina on 2/18/10. The claim referred to in your letter was included in this Bankruptcy proceeding. As I am sure you are aware, the United States Bankruptcy Code contains provisions which forbid your contacting the debtor in any manner concerning your claim. If the debtor receives any more correspondence from you concerning this claim, I will immediately thereafter bring contempt proceedings against you in the United States Bankruptcy Court.

You are hereby put on notice that Section 362(h) of the Bankruptcy Code provides as follows:

"An individual injured by any wilful violation of a stay provided by this Section shall recover actual damages, including costs and attorney's fees, and, in appropriate circumstances, may recover punitive damages."

Yours very truly,


Wayne Sigmon





May 07, 2010

OLIVIA BLAIR
2736 FIRETHORN CT
GASTONIA NC 28056

Dear OLIVIA BLAIR

We know unexpected events can come up—some of which may cause financial hardship. As our prior letters have stated, we're here to help.

We have not received payment for your mortgage and your loan is currently in default. Nationstar Mortgage offers several ways to assist you if you are experiencing financial hardship—reduction of income, loss of employment, etc.

- ⇒ Repayment Plan
- ⇒ Loan Modification
- ⇒ Short Sale
- ⇒ Deed in Lieu of Foreclosure
- ⇒ Home Saver Advance Program

The first step is yours, and that is to contact us immediately. The more we can understand your specific situation, the better. Your home is one of your most valuable assets, and we may have options available that will assist you in bringing your account current.

You can also visit us online – www.nationstarmortgage.com/customercenter -- for helpful resources and information for customers that may be experiencing payment trouble. Or try www.homeloanlearningcenter.com, the Mortgage Bankers Association's dedicated site for homeowners, which includes tips to avoid foreclosure and additional agencies that can help.

Please contact us today at 1-888-850-9344. Immediate action is needed—failure to do so may result in foreclosure.

Sincerely,

Nationstar Mortgage
Resolution Assistance Team

AZ Mortgage Bankers License #BKBR-0103826, licensed by the Arizona State Banking Department. Licensed by the Department of Corporations as a California Finance Lender. Georgia Residential Mortgage Licensee, #11585, 350 Highland Drive, Lewisville TX 75067. Illinois Residential Mortgage Licensee, #4414, 350 Highland Drive, Lewisville, TX 75067. MA loans are made by Nationstar Mortgage LLC. MN loans secured by certain second mortgages on real property are made by Nationstar Mortgage Industrial Loan Corporation. Not an offer to enter into an interest rate or discount point agreement under Minn. Stat. §47.206. Licensed by the New Hampshire Banking Department. Licensed Mortgage Banker – NJ Department of Banking. NY loans are made by Nationstar Mortgage LLC, a licensed Mortgage Banker, NYS Banking Department, One State Street, New York, NY 10004. Licensed by the Pennsylvania Department of Banking. RI Licensed Lender. TN loans secured by certain second mortgages on real property are made by Nationstar Mortgage Industrial Loan Company. VT loans are made by Nationstar Mortgage LLC. All loans subject to credit approval and are secured by real estate. Terms and conditions may apply and are subject to change without notice.





0-692-46647-0000112-001-1-000-000-000-000

May 07, 2010

OLIVIA BLAIR
2736 FIRETHORN CT
GASTONIA NC 28056-7584



Re: Loan Number: 0596426093
Property Address: 2736 FIRETHORN CT
GASTONIA NC 28056

HELPING YOU STAY IN YOUR HOME.



***You may be able to make your payments more affordable.
Act now to get the help you need!***

Dear OLIVIA BLAIR,

Thank you for inquiring to us about the U.S. Treasury's Home Affordable Modification Program (HAMP), administered through Fannie Mae. We have given your request careful consideration and regret that you do not meet the HAMP program guidelines because:

- Trial Plan Default

There are other possible alternatives that may be available to you.

Home Saver Advance™ (HSA) - a monetary advance to cure a delinquent loan resulting in a separate unsecured loan for the arrearage amount.

Payment Reduction Plan™ - a temporary reduction of a borrower's monthly principal and interest (P&I) payment.

Loan Modification - a modification to the term of a mortgage loan that makes it more affordable.

Deed-in-lieu - a borrower voluntarily transfers title to and possession of the property to Nationstar to satisfy the mortgage loan debt and avoid foreclosure.

Deed-for-lease - a borrower transfers ownership to Nationstar, while executing a lease agreement, which allows the borrowers or tenants to make monthly lease payments and remain in their homes up to an additional 12 months.



Pre-Foreclosure Sale/Short sale - a property is listed for sale and proceeds of the sale are accepted in exchange for a release of the lien, even if those proceeds are less than the amount owed.

If you should have any questions regarding the reason for the denial of your request or the other possible alternatives, please feel free to contact us at (877) 450-8638.

Sincerely,

NATIONSTAR MORTGAGE LLC

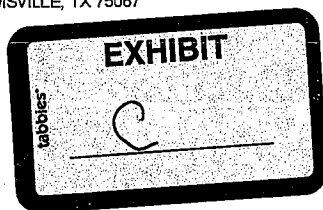
This is an attempt to collect a debt and any information obtained may be used for the purpose.

If you have other questions about Home Affordable Modification, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). This Hotline can help with questions about the program and offers Access to free HUD-certified counseling services in English and Spanish.

SENDER		COMPLETE THIS SECTION ON DELIVERY	
<div>EXHIBIT B tabbles</div>		A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name) J. J. Anderson		C. Date of Delivery 5/22/10	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No		If YES, enter delivery address below:	
1. Article Addressed to: Nationstar MS. 350 Highland Dr. Lewisville, TX 75067			
2. Article Number (Transfer from service label) 7007 0710 0001 5718 5522			
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. <input type="checkbox"/> Yes			
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes			
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540			



350 HIGHLAND DRIVE
LEWISVILLE, TX 75067



MORTGAGE LOAN STATEMENT

DETACH COUPON BELOW AND RETURN WITH YOUR PAYMENT.
RETAIN TOP PORTION FOR YOUR RECORDS.

www.NationstarMtg.com

47344-020791-005



OLIVIA G BLAIR
514 TURNING LEAF WAY
CLOVER SC 29710-7828



Statement Date: 07/16/2010
Scheduled Payment Date: 08/01/2010
Loan Number: 0596426093

Property Address: 2736 FIRETHORN CT
GASTONIA NC 28056

Home Phone Number: 000-000-0000
Work Phone Number: 000-000-0000

This is an attempt to collect a debt and any information obtained will be used for that purpose.

LOAN INFORMATION

Last Payment Received	09/11/2009	Escrow Balance	\$1,579.06-
Account next due	08/01/2009	Other Advanced Amounts	\$522.15
Principal Balance ¹	\$213,376.39		

¹This is your principal balance only, not the amount required to pay your loan in full.

Amount Required To Bring Your
Account Contractually Current **\$29,195.06**

PAYMENT AMOUNTS AND CHARGES

PAYMENT INFORMATION:

Payment Due By	08/01/2010
Payment Amount ²	\$1,748.95
Tax & Insurance Escrow	\$426.49
Current Assessed Late Charges	\$839.52

PAST DUE AMOUNTS AND CHARGES:

Past Due Payment Amounts ⁴	\$20,987.40
Tax & Insurance Escrow	\$5,127.82
Past Due Late Charges	\$349.80
Partial Payment	\$807.07-

TOTAL CURRENT AMOUNT DUE³ \$3,014.96

² Payment amount includes Principal, Interest and Optional Insurance, if applicable, and excludes Escrows, if applicable.

TOTAL AMOUNTS PAST DUE \$25,657.95

³ The amounts above may not represent the total required to bring your account contractually current. That amount is reflected in the LOAN INFORMATION section of your statement.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

⁴ Past Due Payment Amounts include Principal and Interest and exclude Optional Insurance and Escrows, if applicable.

Signature Required: _____

Work () _____

Co-Borrower's Telephone #: Home () _____

Co-Borrower's New Address: _____

Co-Borrower's Name: _____

Signature Required: _____

Work () _____

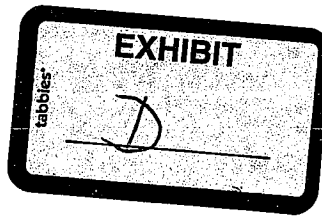
Borrower's Telephone #: Home () _____

Borrower's New Address: _____

Borrower's Name: _____

Check the appropriate box: ☐ Mailing Address ☐ Telephone Number ☐ Loan #

CHANGE OF ADDRESS OR TELEPHONE NUMBER



6/11/10

OLIVIA BLAIR
514 TURNING LEAF WAY
CLOVER SC 29710

RE: LOAN # 0596426093
2736 FIRETHORN CT
GASTONIA NC 28056

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT

This is a statement of your actual escrow account transactions since your last annual analysis statement or initial disclosure. This statement reflects the anticipated payments and disbursements that were projected and your actual payments and disbursements for the last cycle. Please keep this statement to compare to your next annual statement.

* If this debt is in or has been discharged in a proceeding, *
* be advised this communication is not an attempt to collect *
* the debt against you. Please note, however, we reserve *
* the right to exercise the legal rights only against the *
* property securing the original obligation. *

Effective Date: 8/01/10

8/10 Thru 7/11

ACCOUNT HISTORY

Previous Payment: P&I 1,748.95
Escrow. 427.91
Discretionary Items: .00
Total 2,176.86

Month	Pmt to Esc act		Pmt from Esc act		Desc	Escrow Balance	
	Proj	Actual	Proj	Actual		Proj	Actual
Starting Balance						1711.61	2323.92
Aug, 09	427.91	427.91E			PAYMENT	3140.16	2751.83
Sep, 09	427.91	427.91E			PAYMENT	3568.07	3179.74
Sep, 09		427.91*			PAYMENT	3568.07	3607.65
Oct, 09	427.91	427.91E			PAYMENT	3995.98	4035.56
Nov, 09	427.91	427.91E			PAYMENT	4423.89	4463.47
Nov, 09			4423.89*		COUNTY TAX	4423.89	39.58 <
Dec, 09	427.91	427.91E			PAYMENT	4851.80	467.49
Jan, 10	427.91	427.91E			PAYMENT	5279.71	895.40
Jan, 10			4423.89		COUNTY TAX	855.82 <	895.40
Feb, 10	427.91	427.91E			PAYMENT	1283.73	1323.31
Mar, 10	427.91	426.49*E			PAYMENT	1711.64	1749.80
Apr, 10		93.00*			Esc refund	1711.64	1842.80
Jun, 10		426.49E			PAYMENT	1711.64	2269.29
Jun, 10		426.49E			PAYMENT	1711.64	2695.78
Jun, 10		426.49E			PAYMENT	1711.64	3122.27
Jun, 10			694.00E		HAZARD SFR	1711.64	2428.27
Jul, 10		426.49E			PAYMENT	1711.64	2854.76
Totals		5,648.73		5,117.89			
	3,423.28		4,423.89				

LOAN #:0596426093

Under Federal Law (RESPA) the lowest monthly balance in your escrow account should not exceed \$855.82 or 1/6th of the total annual projected disbursement from your escrow account, unless your mortgage documents or state law specifies a lower amount. When your escrow balance reaches its lowest point during the account cycle, that balance is targeted to be your cushion amount. Under your Mortgage Contract or State or Federal Law, your targeted low point in your escrow account is \$855.82 and your actual low point was \$39.58; the amounts are indicated with an arrow (<).

By comparing the projected escrow payments with the actual escrow payments you can determine where a difference may have occurred. An asterisk (*) indicates a difference in either the amount or date. The estimated payments to escrow and payments from escrow are indicated with an (E).

PROJECTION FOR NEXT CYCLE

Projected Annual Disbursements

COUNTY TAX	4,423.89
HAZARD SFR	694.00

Total	5,117.89
New Escrow Deposit	5,117.89 /12= 426.49

The escrow deposit is 1/12th of your total annual projected escrow disbursements. Your escrow balance may contain a cushion. A cushion is an amount of money held in your escrow account to prevent your escrow balance from being overdrawn when increases in the disbursements occur. Under Federal Law (RESPA) the lowest monthly balance in your escrow account should not exceed 1/6th of the total annual anticipated disbursements from your escrow account, unless your mortgage documents or state law specifies a lower amount. The cushion amount in your escrow account is \$852.98. When your escrow balance reaches its lowest point during the account cycle, that balance is targeted to be your cushion amount and is marked with an arrow (<).

Month	Payments to Escrow Acct	Payments from Escrow Acct	Description	Curr Bal	Req Bal
Starting Balance				2,854.76	2,717.93
Aug,10	426.49		PAYMENT	3,281.25	3,144.42
Sep,10	426.49		PAYMENT	3,707.74	3,570.91
Oct,10	426.49		PAYMENT	4,134.23	3,997.40
Nov,10	426.49		PAYMENT	4,560.72	4,423.89
Dec,10	426.49		PAYMENT	4,987.21	4,850.38
Jan,11	426.49		PAYMENT	5,413.70	5,276.87
Jan,11		4,423.89	COUNTY TAX	989.81	852.98 <
Feb,11	426.49		PAYMENT	1,416.30	1,279.47
Mar,11	426.49		PAYMENT	1,842.79	1,705.96
Apr,11	426.49		PAYMENT	2,269.28	2,132.45
May,11	426.49		PAYMENT	2,695.77	2,558.94
Jun,11	426.49		PAYMENT	3,122.26	2,985.43
Jun,11		694.00	HAZARD SFR	2,428.26	2,291.43
Jul,11	426.49		PAYMENT	2,854.75	2,717.92
Total	5,117.88	5,117.89			

According to this analysis your escrow balance should be \$2,717.93, but your projected escrow balance is \$2,854.76. Therefore you have a surplus of \$136.83. Any surplus over \$50.00 is automatically refunded to you, any

LOAN #:0596426093

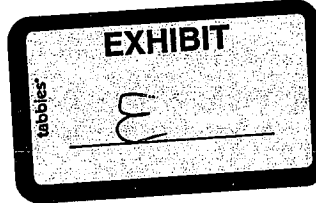
amount less can remain in your escrow account and lower your monthly payments. We are sending you a check for the surplus, if your account is current.

Below is your new monthly payment breakdown effective 08/01/10.

Estimated Low Point:	989.81	New P&I	1,748.95
RESPA Low Point . . :	852.98	New Esc Pmt	426.49
Doc/St Low Point. . :	852.98	Discretionary Items Pmt:	.00
Total Surplus . . . :	136.83	Surplus Spread.00
Less NSF/Lt chgs. . :	.00	Deficiency Spread . . . :	.00
Spread Months . . . :	00	Payment Rnd Adj :	.00
Deficiency.	1,579.06	Total Payments.	2,175.44
Def Spread Months . :	00		
Surplus Refunded. . :	136.83		

Please review this statement closely - your mortgage payment may be affected. This statement reflects any changes in your mortgage payment, any surplus refunds, or any shortage or deficiency that you must pay. It also shows the anticipated escrow activity for the next 12 months. If your loan is an adjustable rate mortgage, the principal interest portion of your payment may change within this cycle in accordance with your loan documents. If you have any questions, please call our customer service department.

Nationstar
MORTGAGE



June 24, 2010

OLIVIA BLAIR
514 TURNING LEAF WAY
CLOVER, SC 29710

Re: Loan #: 0596426093-011D
Property Address: 2736 FIRETHORN CT
GASTONIA, NC 28056

Dear Customer:

Nationstar Mortgage's records indicate that the above referenced hazard insurance policy has either expired, cancelled, or non-renewed on 04/29/2010 and a replacement policy has not been provided. (If your agent or carrier has advised us that you are not renewing the policy listed above or that the policy has cancelled, and your account is escrowed for this insurance, no disbursement will be made from your escrow account at this time for this insurance.)

According to the terms of your loan documents, you must maintain adequate insurance coverage at all times and provide us with satisfactory evidence of this coverage. Therefore, if you have not already done so, we request that you or your insurance agent provide us with verification of your current insurance policy showing that coverage is in force and complies with our requirements (see reverse side of this letter or the attachment).

Please provide a copy of the declarations page of your policy, which summarizes coverages, limits, deductibles, and the current insurance coverage period for your policy, to us at the address below.

If you prefer, you or your insurance agent may fax this information to us at 1-937-324-6551. Please include your loan number on any correspondence sent to us. You may also provide proof of coverage by visiting our website at www.mycoverageinfo.com, referencing PIN number CTX729.

NATIONSTAR MORTGAGE LLC must be listed as First Mortgagee. If the mortgagee clause as outlined on the reverse side of this letter or the attachment is not already indicated on your policy, please advise your agent to update their records accordingly.

If evidence of hazard insurance is not received within 30 days from the date of this letter, Nationstar Mortgage may be forced to obtain coverage to protect our interest in your property. Please consider the following facts concerning a policy which we would obtain:

- The cost of any coverage we obtain on your behalf will probably be greater than the cost for comparable coverage obtained through your own insurance agent. **The cost of this policy will be paid by you.**

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NATIONSTAR MORTGAGE LLC
Property Insurance Requirements

This notice is intended to summarize the Nationstar Mortgage **hazard** insurance requirements for your property.

In order to protect our mutual interest in your property, Nationstar Mortgage requires that its borrowers maintain hazard insurance that meets the following minimum requirements:

- Your hazard insurance must be at a minimum a one-year fire and extended coverage policy (commonly known as DP-1) in an amount which is **the lower of** the loan amount or 100% of the insurable value of the principal structure(s) securing our loan---required to compensate for damage or loss on a replacement cost basis.
- If Nationstar Mortgage holds only your second mortgage, the amount of coverage for your first mortgage must meet our requirements as stated above and be adequate to protect the security of both the first and second mortgages. If Nationstar Mortgage holds BOTH the primary and secondary mortgages on your property, we require that you provide hazard insurance to protect our interest in the property (which should be **the lower of both** principal balances or 100% of the insurable value of the principal structure(s)---required to compensate for damage or loss on a replacement cost basis). **Nationstar Mortgage must also receive evidence of your insurance renewal for the first mortgage after each renewal date. In addition, you are responsible for adding Nationstar Mortgage LLC (as shown below) as the second mortgagee on the hazard insurance policy for the first mortgage. Your insurance agent can assist you in the amendment process.**
- Hazard insurance policy deductibles for 1-4 family units may not exceed the greater of:
 - \$2,000 or 2% of the policy's insurance limits for windstorm or hail losses.
 - \$1,000 or 1% of the policy's insurance limits for all other covered losses.
- A Mortgagee Clause/Lender's Loss Payable Endorsement must be included with your insurance policy and must provide that the insurance company notifies the lender/servicer at least ten (10) days prior to cancellation of insurance. The mortgagee clause should read as follows:

NATIONSTAR MORTGAGE LLC
ITS SUCCESSORS AND OR ASSIGNS
P.O.Box 7729
Springfield, OH 45501-7729

- Policies from Fair Plan Associations and other government-endorsed programs are acceptable.
- For condominium units in a condominium project, we do not require an individual insurance policy on a condominium unit that secures a first mortgage. However, we do require that the owner's association maintain a "master" or "blanket" type of insurance policy, with premiums being paid as a common expense. The policy must cover all the general and limited common elements that are normally included in coverage. This includes fixtures, equipment, and other personal property inside individual units if they are part of what we have financed, whether or not the property is part of the common elements. The policy must at least protect against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement.
- The insurer must be licensed to conduct business in the state in which the property is located.
- All insurance policies covering individual properties that secure first mortgages must include a "standard" or "union" mortgage clause in the form customarily used in the area in which the property is located.

IMPORTANT INFORMATION

If your loan is currently in a bankruptcy status, this is not an attempt to collect a debt.

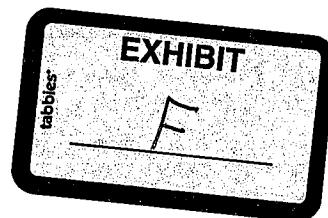
OLIVIA BLAIR
514 TURNING LEAF WAY
CLOVER, SC 29710

Re: 0596426093-011D



OLIVIA BLAIR
514 TURNING LEAF WAY
CLOVER, SC 29710

Re: 0596426093-011D





July 29, 2010

OLIVIA BLAIR
514 TURNING LEAF WAY
CLOVER, SC 29710

FINAL NOTICE

Re: Loan #: 0596426093-011D
Property Address: 2736 FIRETHORN CT
GASTONIA, NC 28056

Dear Customer:

Nationstar Mortgage's review of your mortgage loan indicates that we still have not received proof of current insurance coverage on your property. Your loan agreement requires that adequate hazard insurance be maintained throughout the life of the loan and that satisfactory evidence of this coverage be provided to NATIONSTAR MORTGAGE.

We have secured temporary insurance coverage in the form of a sixty-day binder through AMERICAN SECURITY INSURANCE COMPANY. This binder cannot be renewed. It covers your structure for risks of direct loss subject to the terms of the policy. It does not protect your personal property, nor does it protect you for liability against injuries that occur on your property.

If your account is escrowed for hazard insurance and your agent or carrier has advised us that you are not renewing the policy listed above, no disbursement will be made from your escrow account at this time for this insurance.

We must receive confirmation of insurance coverage within 30 days. Accordingly, if you have not already done so, we request that you, your agent, or your insurance company send a copy of the declarations page of your policy which summarizes coverages, limits, deductibles and the current insurance coverage period for your policy, to us at the address below.

If you prefer, you or your insurance agent may fax this information to us at 1-937-324-6551. Please include your loan number on any correspondence sent to us. You may also provide proof of coverage by visiting our website at www.mycoverageinfo.com, referencing PIN number CTX729.

NATIONSTAR MORTGAGE LLC should be listed as First Mortgagee as shown on the property insurance requirements on the reverse side of this letter or the attachment.

We encourage you to purchase your own coverage to ensure that your property is adequately protected and so that you may obtain the most competitive insurance rate. If you contact us toll-free at 1-866-825-9267, we would be happy to discuss insurance policies, which would protect your property according to your specific needs.

P.O. BOX 7729, SPRINGFIELD, OH 45501-7729 Phone 1-866-825-9267 Fax 1-937-324-6551

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NATIONSTAR MORTGAGE LLC
Property Insurance Requirements

This notice is intended to summarize the Nationstar Mortgage **hazard** insurance requirements for your property.

In order to protect our mutual interest in your property, Nationstar Mortgage requires that its borrowers maintain hazard insurance that meets the following minimum requirements:

- Your hazard insurance must be at a minimum a one-year fire and extended coverage policy (commonly known as DP-1) in an amount which is **the lower of** the loan amount or 100% of the insurable value of the principal structure(s) securing our loan---required to compensate for damage or loss on a replacement cost basis.
- If Nationstar Mortgage holds only your second mortgage, the amount of coverage for your first mortgage must meet our requirements as stated above and be adequate to protect the security of both the first and second mortgages. If Nationstar Mortgage holds BOTH the primary and secondary mortgages on your property, we require that you provide hazard insurance to protect our interest in the property (which should be **the lower of both** principal balances or 100% of the insurable value of the principal structure(s)---required to compensate for damage or loss on a replacement cost basis). **Nationstar Mortgage must also receive evidence of your insurance renewal for the first mortgage after each renewal date. In addition, you are responsible for adding Nationstar Mortgage LLC (as shown below) as the second mortgagee on the hazard insurance policy for the first mortgage. Your insurance agent can assist you in the amendment process.**
- Hazard insurance policy deductibles for 1-4 family units may not exceed the greater of:
 - \$2,000 or 2% of the policy's insurance limits for windstorm or hail losses.
 - \$1,000 or 1% of the policy's insurance limits for all other covered losses.
- A Mortgagee Clause/Lender's Loss Payable Endorsement must be included with your insurance policy and must provide that the insurance company notifies the lender/servicer at least ten (10) days prior to cancellation of insurance. The mortgagee clause should read as follows:

NATIONSTAR MORTGAGE LLC
ITS SUCCESSORS AND OR ASSIGNS
P.O.Box 7729
Springfield, OH 45501-7729

- Policies from Fair Plan Associations and other government-endorsed programs are acceptable.
- For condominium units in a condominium project, we do not require an individual insurance policy on a condominium unit that secures a first mortgage. However, we do require that the owner's association maintain a "master" or "blanket" type of insurance policy, with premiums being paid as a common expense. The policy must cover all the general and limited common elements that are normally included in coverage. This includes fixtures, equipment, and other personal property inside individual units if they are part of what we have financed, whether or not the property is part of the common elements. The policy must at least protect against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement.
- The insurer must be licensed to conduct business in the state in which the property is located.
- All insurance policies covering individual properties that secure first mortgages must include a "standard" or "union" mortgage clause in the form customarily used in the area in which the property is located.

IMPORTANT INFORMATION

If your loan is currently in a bankruptcy status, this is not an attempt to collect a debt.

AGENCY		
Major	Sub	Minor
05957	0032	0150

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AMERICAN SECURITY INSURANCE COMPANY

PO BOX 50355
 ATLANTA GA, 30302
INSURANCE BINDER

LOAN
 NUMBER: 0596426093-011D

POLICY NUMBER:
 007290000 0596426093-011D

ADDITIONAL INSURED-NAME AND ADDRESS:

OLIVIA BLAIR
 514 TURNING LEAF WAY
 CLOVER, SC 29710

NAMED INSURED MORTGAGEE-NAME AND ADDRESS:

NATIONSTAR MORTGAGE LLC
 ITS SUCCESSORS AND/OR ASSIGNS.
 P.O. BOX 7729
 SPRINGFIELD, OH 45501-7729

1-866-825-9267

Binder period :			Described Location (if different from mailing address above):		
EFFECTIVE TIME: <input checked="" type="checkbox"/> NOON <input type="checkbox"/> 12:01 AM			2736 FIRETHORN CT GASTONIA, NC 28056		
	Mo.	Day			Yr.
INCEPTION	04/29/2010				
	Coverage Amount				
EXPIRATION	06/28/2010				
	Annual Premium				
	\$3,022.00				

Please note that this binder is for a 60 day period. It can not be renewed.

The premium shown above is for a full one year policy. The lender will place a policy for you if you do not give them proof of insurance on your house. You will be charged for each day that you do not have your own insurance policy.

This binder covers your house for risk of direct loss subject to the terms of the policy. This coverage is limited to the house only. Your personal property and liability are not covered. For example, if your house was burglarized, it would not cover the stolen property.

CLAIMS INFORMATION ONLY

1-800-326-7781

ALL OTHER INQUIRIES

1-866-825-9267